

Contract No.: TIRNO-10-D-00001

Contractor: Harris Corporation, RF Communications Division

Address: 221 Jefferson Ridge Parkway, Lynchburg, VA 24501

Business Size: Large
DUNS: 101474992
TIN: 34-0276860

Points of Contact:

Main P.O.C: Laurie Chiodo

Contract Administrator: Laurie Chiodo
Phone: 434-455-9218
Fax: 434-455-6676

Contracts Manager: Doug Hernandez
Phone: 434-455-6687
Fax: 321-727-9193

Program/Project Manager: David Gerhard
Phone: 434-455-9286
Fax: 434-455-6815

Discount for Prompt Payment: 0%

Contract Line Item Numbers (CLINs):

Product Information: <http://www.rfcomm.harris.com/products/default.asp>

Warranty: See Section H.4 of the contract

Additional Warranty Terms and Conditions: Please find below terms and conditions related to the warranty of Harris provided items.

A. Hardware and Services

Contractor's warranty periods are identified in Table 1 and shall begin from the time of shipment (hereinafter referred to as the "Warranty Period"), that the Hardware and installation Services furnished by Contractor under this Contract shall be free from defects in material and workmanship and shall conform to Contractor's published specifications. Any and all claims for breach of this warranty are conclusively deemed waived unless made within the Warranty Period.

- B.** For purposes of this Warranty the nickel-cadmium batteries supplied by Contractor shall be deemed defective if: (1) the battery capacity is less than 80% of rated capacity, or (2) the battery develops leakage. Replacement batteries shall be warranted only for the remaining unexpired portion of the Warranty Period. This warranty becomes void if: (1) the battery has been subjected to any kind of misuse, detrimental exposure, or has been involved in an accident, or (2) the battery is used in equipment or service other than the Hardware for which it is specified.

- C.** During the Warranty Period if any component of the Hardware or portion of the installation Services fails to meet the foregoing warranties, Seller's sole obligation and Buyer's exclusive remedy under this warranty shall be the correction by Seller of the failure at Seller's option: (1) by repairing any defective component of the Hardware, or (2) by furnishing any necessary repaired or replacement parts, or (3) by the redoing of the faulty installation. Any such failure, or the repair or replacement of the defective

component or the redoing of any installation, shall not extend the Warranty Period. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Buyer shall be responsible for all charges incurred in returning defective parts to Seller's plant. Seller will be responsible for all charges incurred in shipping repaired or replacement parts to Buyer. All warranty labor must be performed by an authorized service group approved by Seller either at its place of business, for mobile or portable equipment, or at the Buyer's location for fixed location equipment should Seller determine that it is not feasible to return the fixed location equipment to Seller's authorized service group.

- D.** Seller's obligations shall not apply to: (1) Hardware or components thereof which are normally consumed in operation, or (2) Hardware or components thereof which have a normal life inherently shorter than the Warranty Period, or (3) defects which are the result of improper storage, use, or installation performed by other than Seller, maintenance performed by other than Seller, or repair performed by other than Seller, or (4) Hardware which has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (5) Hardware or installations altered or repaired by any party other than Seller without Seller's prior written consent.

Table 1 – Quick Reference Guide – Warranty Terms

The following table provides a quick reference guide to warranties offered for each tier of product on the IRS IDIQ contract.

IRS Product Type	Harris Product Line	Provided Warranty
Portable High Tier	P7100 ^{IP} Model Radios	2 years
	P7100 ^{IP} Model Accessories	
Portable Multi Band	Unity Model Radios	3 years
	Unity Model Accessories	
	RF-1033M Model Radios RF-300M-HH Model Radios	5 years
	RF-1033M and RF-300M-HH Model Accessories	18 months
Portable Dual Band	P7200 Model Radios	2 years
	P7200 Model Accessories	
Portable Mid Tier	P5400 Model Radios	2 years
	P5400 Model Accessories	
Mobile	M7100 ^{IP} Radio Models	2 years
	M7100 ^{IP} Radio Accessories	
Mobile Dual Band	M7300 Radio Models	2 years
	M7300 Radio Accessories	
Desktop	M7100 ^{IP} Radio Models	2 years
	M7100 ^{IP} Radio Accessories	
	CS-7000 Models	2 years
	CS-7000 Model Accessories	
Portable Repeater	M7100 ^{IP} Suitcase Repeaters	2 years
Key Loading Equipment	Unity Programming Equipment & Cables	
	Non-Unity Programming	

IRS Product Type	Harris Product Line	Provided Warranty
	Equipment & Cables	
Services	N/A	N/A